



AIRSTRIP DISCLAIMER AND INDEMNITY

("the User")

do hereby acknowledge and agree that:

- 1.1 Ker & Downey Botswana (Proprietary) Limited and/or its subsidiaries ("the Company"), is the owner and/or operator and/or manager and/or agent of certain aerodromes as more fully detailed in the Schedule hereto ("the Airstrips") and, at the request of the User, the Company has granted the User permission to make use of the Airstrips.
- 1.2 The User and/or its guests, invitees, passengers and/or employees or any other person carried by the User make use of the Airstrips entirely at its/their own risk.
- 1.3 The User further acknowledges and agrees that there are inherent dangers in the use of the Airstrips which are, or may be, located in remote wildlife areas. The User further acknowledges that it and its guests, invitees, passengers and/or employees are fully conversant with the potential dangers of being carried or transported in an aircraft using the Airstrips and that the User and its guests, invitees, passengers and/or employees use the Airstrips fully conversant with such risks and voluntarily accept such risk.
- 1.4 The User further acknowledges that it is the responsibility of the User to instruct and inform any person using, or who may use, the Airstrips in regard to the potential dangers associated with the use of the Airstrips.
- 1.5 The User hereby indemnifies the Company, its owners, directors, trustees, and its employees, servants, agents or any other persons acting on behalf of the Company against any and all claims of whatsoever nature and howsoever arising and which may arise from the use of any of the Airstrips or any service provided by the Company, and whether such claim(s) arise out of any act or omission and/or the negligence of the Company and/or of any of the persons aforesaid.
- 1.6 This indemnity indemnifies the aforesaid persons against any and all claims including (but not limited to) claims arising out of any harm, injury, liability, death, loss or damage of any kind suffered.
- 1.7 This indemnity is binding on the User's employees, guests, invitees, dependents, heirs and assigns and/or any other person carried by the User.
- 2. The User further hereby indemnifies the Company, its owners, directors, trustees, and its employees, servants, agents or any other persons acting on behalf of the Company against all and any loss, damage, expense or cost (including legal fees on an attorney and client scale) which the Company may sustain or incur as a result of any claim made by any third party or any action instituted by any third party against the Company for any damage of whatsoever nature sustained by that third party arising out of the User's use of any of the Airstrips at any time.
- 3. The User warrants that he/she/it has received, read and understood the relevant Aerodrome Operations Manuals for the Airstrips listed in the Schedule annexed hereto.

Dated at this day of 20

Signature: _____

Who warrants that he/she has read and understood this Indemnity and Exclusion of Liability and is duly authorized to bind the User hereto.

Full Name and position in the User: _____

SCHEDULE

ANNEX TO AIRSTRIP DISCLAIMER AND INDEMNITY - SCHEDULE OF AUTHORISED AIRSTRIPS

Ser	Date	Time	Airstrip	Aircraft	Remarks
(a)	(b)	(c)	(d)	(e)	(f)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					